



BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)

Estimate Cost: 400.00 Lakhs



BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore - 560064
Dated : 03-9-2020

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)

(Through GOK e-Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-3 and KW-4.
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 19-09-2020 and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

SL No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01	300.00	4.50	As per e-Procurement Portal	09 Months (including monsoon)
2	Development of roads and drains at Maruthinagara 4 th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)	400.00	6.00	As per e-Procurement Portal	06 Months (including monsoon)

[Signature]
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3	Improvements to roads and drains at Kalli bhavi road and surrounding areas in ward no:01 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
4	Developments of roads and drains at Venkata, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
5	Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02	100.00	2.00	As per e-Procurement Portal	03 Months
6	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02	75.00	1.50	As per e-Procurement Portal	03 Months
7	Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
8	Improvements to Asphalting to roads and drains at Best county, Ambabhavaninagara, Ambabhavani layout, Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06)	600.00	9.00	As per e-Procurement Portal	06 Months (including monsoon)
9	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03	125.00	1.875	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
11	Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
12	Construction of CC roads in 4 th phase and surrounding areas in ward no-3	100.00	2.00	As per e-Procurement Portal	03 Months
13	Developments of roads and drains at Attur, Ananthapura, 3 rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
14	Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months
15	Improvements to roads and drains at GKV layout and Narayanappa layout in ward no:04	99.99	2.00	As per e-Procurement Portal	03 Months

1. Personnel Secretary to Worshipful Mayor to bring to the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring to the notice of Deputy Mayor
3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.- 108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy.

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike

Shalankar
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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The Executive Engineer, Yelahanka Division, BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

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- 11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than one hundred eighty (180) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

- 13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates
- a) upto Rs.20 Lakhs - 2.5%
 - b) Rs.20 Lakhs and above upto Rs. 1 crore - 2% subject to a minimum of Rs. 50,000/-
 - c) Rs. 1 crore and above up to Rs.10 crores - 1.5% subject to a minimum of Rs. 2,00,000/-
 - d) Rs. 10 crores and above - 1% subject to a minimum of Rs.15,00,000/-.
 - e) Fixed Deposit Receipt (FDR) subject to the following condition
 - Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

- 13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.
- 13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6 The earnest money deposit may be forfeited;
- (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Security deposit

14. Format and signing of Tender

- 14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- making any correction for errors pursuant to Clause 24; and
 - making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works.:

Banker's cheque/Demand draft/Pay Order in favour of Commissioner BBMP payable at Bangalore or
A Bank Guarantee in the form given in Section 10; or
Special Small savings instruments pledged to Commissioner, BBMP /
Executive Engineer - Yelahanka Division, BBMP

Address:

Letter of Acceptance
(letterhead paper of the Employer)[date]

To:
.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated for execution of the
..... [name of the contract and identification number, as given in the Instructions to Tenderers] for the
Contract Price of Rupees (.....) [amount in words and
figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by
our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms
of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. within 20 days
of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability
Period i.e. up to and sign the contract, failing which action as stated in Para 29.4 of ITT will be
taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)(date)

To
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the
contract agreement for the construction of (name of the work) a Tender
Price of Rs., you are hereby instructed to proceed with the execution of the said works in
accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

3. **Law governing contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. **Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. **Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. **Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. **Subcontracting (Deleted)**

7.1 Deleted.

8. **Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. **Personnel**

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. **Employer's and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. **Employer's risks**

11.1 The Employer is responsible for the excepted risks which are:

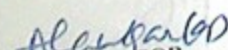
- (a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
- (b) a cause due solely to the design of the Works, other than the Contractor's design; or
- (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

- (i) could not have reasonably foreseen; or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
 - (B) insure against such loss or damage

12. **Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. **Insurance:**


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- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

- 36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

- 37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.
- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

- 38.1 The following are Compensation events unless they are caused by the Contractor:
- The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - The effect on the Contractor of any of the Employer's Risks.
 - The Employer unreasonably delays issuing a Certificate of Completion.
 - Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
- 38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

- 39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

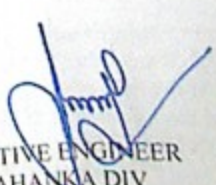
40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last

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6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.
7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.
8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.
9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.
10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.
11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore
12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority
13. GST Shall be Paid to the Tendered Amount Separately
14. Tenderer should have Registered with EPF and ESI authorities: Certification should be produced at the time of Tendering OR else being entering into the Agreement.


EXECUTIVE ENGINEER
YELAHANKA DIV

Milestone 2 i.e Financial Progress for Rs. 2.21 Crores within 04 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs. 3.35 Crores within 06 Months from the date of work order (100%)

The Site Possession Date is:¹³ Date of work order

[21]

The Site is located at Yelahanka Division Limits and is defined in drawings

[1.1]

The Defects Liability Period is 3 Years for roads asphalted with both BM/DBM and BC¹⁴.

[31]

The Defects Liability Period is 1 Year for roads asphalted with only BC¹⁵.

The Defects Liability Period is 1 Year for civil works

[13]

Insurance requirements are as under:

	Type of Cover	Minimum cover for Insurance ¹⁶
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party ¹⁷	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;¹⁸

[40]

R = Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component:

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o \text{ Where,}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index¹⁹ for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

¹³ At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

¹⁴ The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

¹⁵ The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

¹⁶ Employer to specify as per requirement. Exclusions if any should also be specified.

¹⁷ Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @ Rs.5 lakhs each.

¹⁸ The Formula has some normal components. It should be changed if need be to suit the nature of the work.

¹⁹ The Index numbers are available in the web site <http://labourbureau.nic.in/indtab.html>

Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]
The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%) . [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS

(Enclosed)

SECTION 9: BILL OF QUANTITIES

BRUHAT BENGALURU MAHANAGARA PALIKE

Name of work:- Developments of roads and drains at Maruthi Nagara 4th Main and cross roads, Basaveshwara Nagara, Shivanahalli and surrounding areas in Attur ward No-01 of Yelahanka Division (Package No-07)

SCHEDULE-B

SL.No	Description of Itmes	Unit	Qty	Rate in Rs	
				In Figures	In Words
1	Removing and refixing stone slabs of drains and pointing in CM (1:3) complete with all lead and lift as per the direction of engineer-in-charge	Sqm	2610.28		
3	Earthwork excavation by manual means in ordinary soil involving in average horizontal throw up to 2m & an average lift upto 1.5m , excavated surface leveled & sides neatly dressed , the disposed earth to be levelled neatly after breaking of clods complete with all lead and lift as per the direction of engineer-in-charge	Cum	2805.48		
2	: Providing and laying in position reinforced cement concrete of design mix M20 with OPC cement @ 320kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.46cum, with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms thick, vibrated for all works in ground floor level for roof slabs, staircase, lintles, and beams retaining walls, return walls, walls (any thickness) including attached plasters, columns, pillars, including attached plasters, columns, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window cills, labour, HOM including cost of all materials, labour, HOM of machinery, curing, complete with all lead and lift as per the direction of engineer-in-	Cum	212.01		

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direction of engineer-in-charge

10 Providing T.M.T. steel reinforcement for R.C.C. work including straightening, cutting, bending, hooking, placing in position, lapping and/or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM complete with all lead and lift as per the direction of engineer-in-charge

Tn 28.42

11 Providing & laying precast drain cover slab of 100 mm thickness in CM 1:3 including cost of all materials, labour, curing, transportation, loading, unloading etc, complete with all lead and lift as per the direction of engineer-in-charge

Sqm 3311.15

12 Providing & laying precast drain cover slab of 250 mm thickness in CM 1:3 including cost of all materials, labour, curing, transportation, loading, unloading etc, complete as per the directions of the Engineer In Charge. (1.2 x 0.60 x 0.25) Data rate

Sqm 208.08

13 Providing and fixing pre cast solid concrete kerb stones of size 450x150x400 mm made out of CC 1:2:4 and finished with CM 1:3 plastering and finishing cutting etc., complete with all lead and lift as per the direction of engineer-in-charge

No's 10055.11

14 Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete with all lead and lift as per the direction of engineer-in-charge

Sqm 1357.44

15 Scarifying bituminous course 50mm to 75mm thick along with premix carpet / surface dressing by road roller attached with scarifier without disturbing the base and stacking the debris including cost of all labour charges, HOM of machineries complete with all lead and lift as per the direction of engineer-in-charge

sqm 1232.00

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19	constructed using Grade IVI-30 over a prepared base with OPC 360 kg/cum coarse aggregate at 0.69cum, fine aggregates at 0.46cum, Coarse and fine aggregate conforming to IS:383-2016 with Superplastizer at 3lts conforming to IS 9103-2008. mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micronthick polythene film, wedges, steel plates including levelling the form work as per drawing). & Spreading the concrete with shovels, rakers compacted using needle, screed and plate vibrator and finished with floaters in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, including groove cutting charges, joint filler, separation membrane of impermeable plastic sheet of 125 micron, sealant primer, joint sealant, admixtures as approved, curing compound, finishing to lines and grades, textured with texturing machine, and curing including cost of all materials, labour, hire charges of machineries, all lead & lift charges etc., complete with all lead and lift as per the direction of engineer-in-charge	Cum	543.93		
20	Providing, laying, spreading and compacting crushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed method of tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete with all lead and lift as per the direction of engineer-in-charge	Cum	43.09		
21	Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM, including clearing of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per Specifications. MORTH Specification No. 502 Complete with all lead and lift and as per the direction of the Engineer-in-Charge.	Sqm	954.79		

Alagappa
CONTRACTOR

26	Road Marking with Hot Applied Thermoplastic Compound with Reflectrising Glass Beads on Bituminous Surface:- Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads at 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes complete with all lead and lift as per the direction of engineer-in-charge	Sqm	539.32	
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- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
- (5) GST will be paid separately to the Tendered Amount

[ITT Clause 2

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: [name of Employer]
 [address of Employer]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated : to execute [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. [amount of guarantee] [in words], and ³⁸ Rupees..... we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee]³⁹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

³⁸ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

³⁹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[Signature]
 CONTRACTOR